

**INTERLOCAL AGREEMENT BETWEEN
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF COLLEGE STATION, TEXAS AND CHARITABLE GIFT
AGREEMENT WITH ROCK PRAIRIE PARENT TEACH ORGANIZATION**

This agreement made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "CSISD"), acting through its the Board of Trustees, and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation and the ROCK PRAIRIE PARENT TEACHER ORGANIZATION, a Texas non profit organization.

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as administrative functions, planning, and engineering;

WHEREAS, COLLEGE STATION is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, Rock Prairie Parent Teachers Organization wants to make a voluntary charitable gift to the City to assist in the upgrade of the jogging/walking path at the park;

WHEREAS, the City and CSISD represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, CSISD and the Rock Prairie Parent Teachers Organization are interested in entering into this Agreement to jointly fund an improvement project for Jack and Dorothy Miller Park;

WHEREAS, Rock Prairie Elementary School adjoins Jack and Dorothy Miller Park and is utilized by the students at the school as well as the residents of the surrounding neighborhood;

WHEREAS, CSISD in conjunction with the Rock Prairie Parents Teacher Organization desires to participate in the renovation and upgrade of a jogging/walking trail located in the park that will be converted from a gravel surface to a concrete walk with an applied rubber surface;

WHEREAS, Rock Prairie Elementary school operates a running program for its students;

WHEREAS, the parties hereto desire to enter into an Interlocal Agreement with College Station for the purpose of upgrading the jogging/walking trail in Jack and Dorothy Miller Park;

NOW THEREFORE, CSISD and the City herein enter into the Agreement pursuant to the above-named act to authorize CSISD to participate through funding in the City's design, bid, construction of the project under the following terms and conditions.

The following establishes the obligations of each party for the project:

1. **Project Design and Construction**

The City will design, bid and manage the construction project for the upgrade of the jogging/walking path located in Jack and Dorothy Miller Park

2. **Project Cost, Financial Participation and Payment**

A. Cost of Concrete for the Walk

The estimated cost for the concrete portion of the jogging/walking path is \$20,000.00. The City and CSISD each agree to pay ½ of the actual cost of the concrete walk. The City shall send an invoice ½ of the actual cost of the concrete portion of the jogging path to CSISD at the address provided in Section 8 herein within 10 days after the project is completed.

CSISD shall remit payment to City within thirty (30) days from the date of the invoice sent by City to CSISD.

B. Rubber Surfacing for the Walk

The estimated cost of the rubber surfacing for the jogging/walking path is \$42,000. The City shall send an invoice for the actual cost of the rubber surfacing to the PTO at the address provided in Section 8 herein within 10 days after the project is completed. The invoice shall specify the total actual cost of the rubber surfacing. The PTO agrees to make a voluntary charitable gift to the City not to exceed \$42,000.00 for the cost of the rubber surfacing. The funding of the gift shall be made over a five-year term commencing on May 1, 2003 and ending on May 1, 2007. The payments shall be in five (5) equal annual installments in the

amount of \$8,400.00 on the 1st day of May each year until the principal amount is paid in full. Payments shall be sent to:

Parks and Recreation Department
P.O. Box 9960
College Station, Texas 77842
Attn: Steve Beachy, Director

3. Payments for this service will be taken from the available current revenues of CSISD and the City.

4. CSISD shall have no maintenance, liability or insurance obligations with regard to the jogging/walking path. It is agreed and understood that neither the CSISD nor PTO will control the manner and/or means in which the construction of the jogging/walking path occurs.

5. **Termination**

This agreement may be terminated by either party before the project is awarded by the City to a contractor under a public bid. Notice of termination shall be in writing and provided in accordance with Paragraph 8 herein.

6. **Hold Harmless**

College Station, CSISD and PTO each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the work done under this agreement.

7. **Invalidity**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8. **Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

College Station Independent School District

1812 Welsh
College Station, Texas 77840
Attn: Dr. Steve Johnson, Superintendent

City of College Station

Parks and Recreation Department
P.O. Box 9960
College Station, Texas 77842
Attn: Steve Beachy, Director

Rock Prairie Elementary Parent Teacher Organization
Rock Prairie PTO
3400 Welsh
College Station, TX. 77840
Attention: Jan DeCoste

9. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of College Station, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

10. **Amendment**

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of each party.

11. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

12. **Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

13. **Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

14. **Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of College Station thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

15. **Agreement Read**

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

16. **Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by **CSISD** without the prior written approval of **College Station**.


17. **Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on this the _____ day of _____, 2002.

COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: 
Printed Name: Dr. Steve Johnson

By: _____
Lynn McIlhaney, Mayor

Title: Superintendent

ATTEST:

APPROVED:

Connie Hooks, City Secretary

Thomas E. Brymer, City Manager

Date

Roxanne Shema

City Attorney

3-6-02

Date

Charles Cryan, Director of Fiscal Services

Date

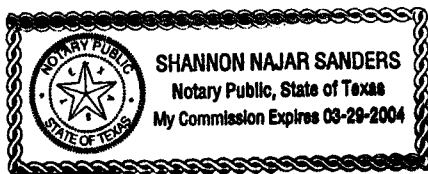
ROCK PRAIRIE PARENT TEACHER ORGANIZATION, a non-profit association

By: Kelli D. Shomaker
Printed Name: Kelli D. Shomaker
Title: President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26th day of February 2002,
by Dr. Steve Johnson, in his capacity as Superintendent of College Station
Independent School District, a political subdivision, on its behalf.



Shannon Najjar Sanders

Notary Public in and for
the State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

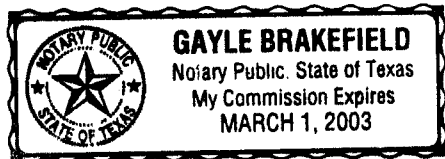
ACKNOWLEDGMENT

This instrument was acknowledged before me on the ___ day of _____, 2002, by **Lynn McIlhaney**, in her capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 21 day of February, 2002, by Kelli Shomaker, in his/her capacity as President, a Texas non-profit association, on behalf of said association.



Gayle Brakefield

Notary Public in and for
the State of Texas